

STATE OF HAWAII
STATE PROCUREMENT OFFICE

***SPO Price List No. 99-26 (Statewide)**

*Update includes Change Nos. 1, 2, 3, 4, 5, 6 & 7

Revised July 1, 2003

COMPUTER SOFTWARE

(IFB No. 98-056-SW)

March 1, 1999 to December 31, 2003

STATE'S COMMITMENT. All agencies of the Executive Branch (excluding the Department of Education and the University of Hawaii) are required to utilize this price list.

EXCEPTION TO THE PRICE LIST. When the use of the price list is not suited to an agency's purpose, the Chief Procurement Officer may grant an exception to purchase outside of the price list. Executive Branch agencies shall use SPO Form 5, dated 7/1/02 or later, "*Request for Authorization to Purchase Outside of SPO Price List*", for this purpose.

SPO Form 5 is available through your Administrative Service Office and on the SPO website at <http://www2.state.hi.us/spo/forms/form5.doc>.

POINT OF CONTACT. Questions regarding ordering, pricing, and status should be directed to the vendor. Procurement questions or complaints may be directed to Marc Yamamoto at 586-0569; fax no. 586-0570; or email marc.yamamoto@hawaii.gov.

VENDOR CODES for annotation on purchase orders are obtainable from the "Alphabetical Vendor Edit Table Report" available at your department's fiscal office. **Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.** Therefore, when processing an invoice for payment, be sure that the correct vendor code is used.

UNIT PRICES include delivery to the State's designated user location statewide, and all applicable costs and taxes **except** for the 4% Hawaii General Excise Tax. Agencies shall add the 4% amount to their purchase order total. Vendors are aware that the tax to be charged shall not exceed the 4% rate (rounded to the nearest cent).

"**SPO PL No. 99-26**" shall be typed on purchase orders issued against this price list.

SOFTWARE pricing through this price list are for licenses only (unless CDs, diskettes, or documentation are included with licenses) for **LOTUS** and **NOVELL** software.

(NOTE: Microsoft software is no longer available through this price list as the agreement with the vendor providing this product was terminated by Microsoft. Agencies may utilize the SPO VL 01-14 to purchase this product.)

EVALUATION PURPOSE. During the term of this agreement, the Contractor shall provide, upon request and within ten (10) calendar days, copies of the software awarded herein for use in evaluation by State agencies. The evaluation period shall be a minimum of 30 days or longer as may be mutually agreeable.

TELEPHONE SUPPORT. Contractor shall provide toll free telephone and facsimile support between the hours of 8:00AM and 4:00PM, HST. Contractor shall provide pre-sales consultation, including but not limited to furnishing price quotes, product literature, other product and contract information, and telephone support for software installation.

SOFTWARE RECALLS. When notified by the manufacturer of faulty or defective software, the Contractor shall notify the agency and replace, at Contractor's expense, all faulty or defective software.

DELIVERY. Contractor must deliver all products ordered on the purchase order to the specified location within fourteen (14) calendar days after Contractor's receipt of the purchase order. If the Contractor cannot meet the scheduled delivery time, the Contractor must notify the purchasing agency of the reasons for the delay and make arrangements for a late delivery. The user agency may waive the required delivery time if the delay is reasonable or beyond the control of the Contractor. The determination of whether the delay is reasonable or beyond the control of the Contractor is within the sole discretion of the purchasing user agency.

ACCEPTANCE. The purchasing agency must accept or reject the items within seven (7) calendar days after delivery.

WARRANTY. Contractor shall warrant all software to be free from defects in material and workmanship for a minimum period of one (1) year from the date of acceptance. Warranty service during this period shall provide for resolution of any problems within twenty-four (24) hours, or replacement of defective software. Replacement of defective software shall occur within ten (10) calendar days. Any shipping charges will be paid by the Contractor. Contractor shall honor all manufacturer's warranties.

Contractor shall make available to State agencies any corrective software patches. There are no on-site service requirements pertaining to the replacement of defective software. Faulty or defective software may pertain to the media (disk/CD-ROM), or the performance of the software in accordance with its published specifications. If the software does not perform in accordance with its published specifications such software may be returned at the State's option.

LIQUIDATED DAMAGES. Liquidated damages are fixed at the sum of TWENTY DOLLARS (\$20.00) for each and every work day the Contractor delays in the completion of any item of its contract after the required date of said completion.

PRICE LIST AVAILABLE ON THE INTERNET at:

<http://www2.hawaii.gov/priceapps/showprice.cfm?&ShowAll=Yes>, the State Procurement Office Home Page.

Agencies may also retrieve a copy of this price list via the State's Hawaii FYI electronic gateway by dialing one of the following modem numbers: Hawaii – 974-6640, Kauai – 274-3600, Maui – 984-2000, Oahu – 587-4800. At the main menu select *Hawaii Internet Services Menu*, then select *State Price Lists* for the current listing. If assistance is required to access Hawaii FYI, call the ICSD Assistance Center at 586-1919 from Oahu and 1-800-252-1132 from the neighbor islands.

/s/ Robert J. Govers

Robert J. Govers, CPPB
Procurement Officer

INFORMATION ON PRICE LIST USE

This price list establishes Master License Agreements (MLA) with the listed software manufacturers. The following questions and answers are provided as additional clarification for the use of this price list:

1. Does this price list require the Contractor to provide licenses only, or are full shrink wrapped copies also available?

Pricing requested is for licenses only, unless CDs, diskettes, or documentation are included with licenses as standard from the manufacturer. CDs, diskettes, or documentation may be purchased from this price list if they are available as separate products under the software manufacturer's volume license agreement. Agencies should contact the price list vendors for information on complete product availability from various manufacturers.

If CDs, diskettes, or documentation are not available via the manufacturer's volume license agreement, agencies may purchase those items separately from this contract. All non-price list purchases are subject to ordinary procurement rules and the small purchase threshold of \$25,000.

CD and diskette copies of many software programs will be available at your department, or through DAGS/ICSD.

2. How much does the State pay for software under this price list?

During the price list term, agencies must check the current Suggested Volume Price for the software they wish to purchase and then discount that price by the Discount Percentage listed in the price list. Please refer to the specific price list pages herein for more information on calculating software costs for the various manufacturers.

3. There are often many variations of a particular software program, packaged in a variety of ways. Will State agencies be able to purchase all of these variations of a software program from this price list?

The Discount Percentage established is effective during the entire term of the agreement and is applicable to all software covered by the manufacturer's volume licensing program. This includes multiple variations of a single software program. As an example, if XYZ Software is available through a volume software agreement in these three variations:

- (1) Price for XYZ Software license only;
 - (2) Price for XYZ Software license and CD-ROM
 - (3) Price for XYZ Software license plus CD-ROM and documentation;
- The Discount percentage will be applicable to all variations listed.

4. Does this price list require Contractors to provide software maintenance so that State agencies will have the latest version of a product provided to them during the course of their maintenance agreement?

Contractors were required to provide software licenses only. However, the Discount Percentage listed in this price list shall be effective during the entire term of the agreement and shall be applicable to all software programs covered by the manufacturer's volume licensing program. If a software program comes bundled with maintenance and is a product available via the manufacturer's volume licensing program, State agencies will be able to purchase it. Novell requires agencies to purchase maintenance with the software acquired off of this contract. Lotus does not, and the decision as to whether a software maintenance program is advantageous and/or economical is left with the user agency in these cases.

5. How do we purchase software from this contract and the contract for Computer Equipment and Services, SPO VL 01-14?

This software price list is for licenses only (unless CDs, diskettes, or documentation are included with licenses as standard from the manufacturer) for only LOTUS and NOVELL products. If CDs, diskettes, or documentation are not available via the manufacturer's volume license agreement, agencies may purchase those items separately from this contract and may utilize SPO VL 01-14. If you have existing PCs and wish to purchase the licenses for any of the listed software, then this software price list would be applicable.

Microsoft products are no longer available through this software price list and agencies may utilize SPO VL 01-14 for their requirements. For Hawaii, Microsoft has authorized COMPAQ and DELL as Large Account Resellers (LAR) of their products. (i.e. If an agency is purchasing a Gateway or IBM PC, the contractor may preinstall MS OFFICE but the agency will need to issue a separate purchase order to one of the authorized LAR for the license of the product).

LOTUS

COMPUSA, INC.

Send Purchase Orders to:

604 Ala Moana Blvd.
Honolulu, Hawaii 96813

Send Payments to:

P.O. Box 200670
Dallas, TX 75320-0670

Representatives:

Kasey Wilson	kasey_wilson@compusa.com	808-543-6658
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Francis Duran	francis_duran@compusa.com	808-543-6623
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John Bingaman	john_bingaman@compusa.com	808-543-6602
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Neighbor islands can call toll free by dialing 1-800-COMPUSA (266-7872) and putting in your zip code when prompted by the recording.

Facsimile: 808-543-6683

Internet: www.compusa.com

PRICING INFORMATION

	Discount Percentage	Price Level
LOTUS	13.37%	H
Example: Agency wants to purchase Lotus SmartSuite97 for Windows 95. If the Suggested Volume Price for this program in Price Level "H" is \$118.00, the price to the State will be \$103.22. The 4% General Excise Tax may be added to this amount. \$118.00 – 13.37% = \$102.22 The State discount is deducted from the Suggested Volume Price at Price Level "H" and not the manufacturer's suggested <u>retail</u> price. The retail price is much higher than the Suggested Volume Price at Price Level "H".		

NOVELL

PC SPECIALIST, INC.

dba Technology Integration Group

Send Purchase Orders and Payments to:

660 Ala Moana Blvd.
Honolulu, Hawaii 96813

Representatives:

Carlan Miyashiro (Marketing/Sales) 808-524-6652 x156
John Scalera (Technical Support) 808-524-6652 x159

Facsimile: 808-536-2845

Internet: www.tig.com

PRICING INFORMATION

	Discount Percentage	Price Level
NOVELL	40.83%	MLA
<p>Example: Agency wants to purchase Novell NetWare Version 4.11, 10 user license. If the Suggested Volume Price for this program in Price Level "MLA" is \$2095.00, the price to the State will be \$1239.61. The 4% General Excise Tax may be added to this amount.</p> <p>$\\$2095.00 - 40.83\% = \\1239.61</p> <p>The State discount is deducted from the Suggested Volume Price at Price Level "MLA" and not the manufacturer's suggested <u>retail</u> price. The retail price is much higher than the Suggested Volume Price at Price Level "MLA".</p> <p>Agencies must purchase software maintenance when purchasing from Novell's Master License Agreement.</p>		

SOFTWARE PURCHASE REPORT

(MANDATORY)

The Discount Percentages offered to the State under the various Master License Agreements (MLA) are often contingent upon the State meeting certain volume goals for purchases. The State Discount Percentages may be reduced if we do not purchase the estimates forecasted as our purchases. Therefore it is important for the State to have an accurate record of all software purchased, quantity, and cost. Please complete the following information and return to the State Procurement Office. Thank you for your attention on this matter.

SOFTWARE DESCRIPTION	QUANTITY	TOTAL COST